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PREPARED BY:

9731/0139 30 001 Page 1 of 4 1999-02-18 12:25:49

Cook County Recorder 2

RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A 50 SOUTH LA SALLE STREET CHICAGO, ILLINDIS 60675



MORTGAGE MODIFICATION AGREEMENT

2000091610

This Mortgage Modification Agreement ("this Agreement") dated as of DECEMBER 1, 1998 is by, between and among

JASON HARRIS AND LOREN CEUTSCH, HUSBAND AND WIFE

(the foregoing party(ies), individually and collectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

WHEREAS, Lender has made a mortgage Dan (the "Loan") to Borrower in the principal amount of \$348,000.00, reduced by payments to a current principal balance of \$345,613.69, and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated MARCH 25, 1998;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated MARCH 25, 1998 and recorded in the Office of the Recorder of Desds of COOK COUNTY,

ILLINOIS , on MARCH 30, 1998 as Document Number 98246413 , which Mortgage secures the Existing Note and conveys and mortgages real estate is cated at 1469 SCOTT, WINNETKA in COOK COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and identified by Pin Number: 05-18-212-023 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2013 , and such note incorporated herein by reference (such note together with all such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

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the parties hereto hereby agree as follows: NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Fig. 7 La NIG

- The recitals (whereas clauses) above are hereby incorporated herein by reference.
- the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, ٠,
- Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and lls bas yaA . 342'613'68 Note, which Replacement Note shall be in the principal amount of \$ The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement as Lender may request from time to time (collectively, the "Replacement Documents").

or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note

References in the Mortgage and related documents to the "Note" and riders and attachments thereto be of any cfiect

Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked shall, from and after the date hereof, be deemed references to the Replacement Note.

" (date of Replacement Note). "Renewed by Note dated DECEMBER 1, 1998

and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the Paisting Note, is and shall be a continuing obligation of Borrower to Lender, Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement,

Note were set forth and described in the Mortgage.

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

as changed or modified in express terms by the deplacement Documents.

the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them successors and assigns, except that Borrower may not transfer or a sign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, rein heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been This Agreement and any document or instrument executed in connection herewith shall be governed by

to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver A land trustee executing this Agreement does not make the represent and warranties above relating in the Replacement Documents and Mortgage.

attached hereto (if applicable) is hereby incorporated herein by reference.

day and year first above written. IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the

JASON HARRIS

REN DEUTSCH

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STATE OF COUNTY OF)			99162443
	J. My Eac EBA CERTIFY that _ Dentical			ic in and for sai	id County in the State
who is/are personal instrument appeared	ly known to me to be	wledged that	(s)he/they si	gned and delivere	scribed to the foregoing d the said instrument as
GIVEN under my h	and and notarial seal th	nis	, day of	Assemble	<u> </u>
(SEAL) Constant	atheryne J McCall by Public, State of Illinonmission Expires Dec. 31, 2	ois	Notary Pu	They folio	Mu lacf
	· //	ywe Sa		/	
	•	President	0/1	×,	
STATE OF COUNTY OF	Illinois DuPage)	2	C	
I, Veronika A State aforesaid, Do Vice President	HEREBY CERTIF	Y that Mar	<u>jorie Tru</u>		for said County, in the
such Vice Pre	nown to me to be the seesident	ame person w red the said i	hose name is (title), appe nstrument as	subscribed to the ared before me t his/her free and v	for going instrument as his day in person and coluntary act, and as the
GIVEN under my ha	and and notarial seal th	nis 8th	day of	December	. 1998
	"OFFICIAL SEAL VERONIKA A. GEII Notary Public, State of II y Commission Expires Jan. 1	KE Ilinois	Zhan Notary Pu	inhe A.	geike_

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STREET ADDRESS: 1469 SCOTT

CITY: WINNETKA COUNTY: COOK

TAX NUMBER: 05 19-212-023-0000

LEGAL DESCRIPTION

LOT 24 IN BLOCK 28 1'. THICAGO NORTH SHORE LAND COMPANY'S SUB IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS